

PRINT in INK

Enter the name of the county in which this case is filed.	STATE OF WISCONSIN, CIRCUIT COURT, _____ COUNTY	<i>For Official Use</i>
Enter the name of the petitioner. If joint petitioners, enter the name of the wife.	In RE: The marriage of Petitioner/Joint Petitioner-Wife: _____ First name Middle name Last name and Respondent/Joint Petitioner-Husband: _____ First name Middle name Last name	
Enter the name of the respondent. If joint petitioners, enter the name of the husband.		Proposed Marital Settlement Without Minor Children <input type="checkbox"/> Divorce-40101 <input type="checkbox"/> Legal Separation-40201
Check divorce or legal separation.		Case No. _____
Enter the case number.		

Warning: Subject to court approval, the terms of this proposal may be included in your judgment of divorce or legal separation. Be sure you understand it completely. Some portions of this proposal cannot be changed after the court approves it, even if you did not understand or expect how it would affect you. You may wish to speak with a lawyer before you sign this proposal to be sure you are fully aware of the laws that may apply to you.

In A, check 1 or 2. If 2, enter the reason you are asking for a legal separation and not a divorce. In B1, check a, b, or c. If b, enter a date and choose 1 or 2. If 1, enter the reasons. If c, enter the maintenance amount and the date the payments should begin and end.	I REQUEST THAT THE COURT GRANT THE FOLLOWING: A. MARITAL RELATIONSHIP 1. <input type="checkbox"/> Divorce. This marriage is irretrievably broken. 2. <input type="checkbox"/> Legal Separation. This marriage is broken and the reason I am requesting a legal separation and not a divorce is _____. B. MAINTENANCE (Spousal Support) 1. For the Wife: a. <input type="checkbox"/> The wife gives up her right to receive maintenance. She understands that by giving up maintenance at this time, she may never ask for maintenance. b. <input type="checkbox"/> The wife is not requesting maintenance at this time, but leaves open her right to request it until _____. Her right to request maintenance is limited to 1. <input type="checkbox"/> the following circumstance(s) only: _____ 2. <input type="checkbox"/> any appropriate substantial change in circumstance. c. <input type="checkbox"/> The husband shall pay maintenance to the wife in the amount of \$ _____ per month beginning _____, 20____. Maintenance shall end _____ 20____. or until the wife remarries, dies, or by court order, whichever comes first. 2. For the Husband: a. <input type="checkbox"/> The husband gives up his right to receive maintenance. He understands that by giving up maintenance at this time, he may never ask for maintenance. b. <input type="checkbox"/> The husband is not requesting maintenance at this time, but leaves open his right to request it until _____. His right to request maintenance is limited to 1. <input type="checkbox"/> the following circumstance(s) only: _____ 2. <input type="checkbox"/> any appropriate substantial change in circumstance. c. <input type="checkbox"/> The wife shall pay maintenance to the husband in the amount of \$ _____ per month beginning _____, 20____. Maintenance shall end _____ 20____. or until the wife remarries, dies, or by court order, whichever comes first.
In 2, check a, b, or c. If b, enter a date and choose 1 or 2. If 1, enter the reasons. If c, enter the maintenance amount and the date the payments should begin and end.	

In 3, check a or b.

If b, check 1 or 2. If 2, enter the employer information.

NOTE: An arrearage is an amount ordered that has not been paid and is overdue.

In 4, check a, b, c, d, e or f. If d, enter the monthly payment amount, the date payments begin, and the interest rate percentage for arrearages. If e, enter the amount of the arrear balance and check 1 or 2. If 1, enter the date of the one-time payment. If 2, enter the amount of the monthly payment, the date on which the payments shall begin and the percentage rate for arrearages.

In D, for each debt owed individually and jointly, write the name, current balance, and check who will be responsible for payment.

NOTE: Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.

If more space is necessary, attach additional sheets.

3. Payments shall be made

- a. ☐ no payments are ordered.
- b. ☐ to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
1. ☐ directly from the payer to WI SCTF (only allowable if self-employed).
 2. ☐ by income assignment from the payer's employer as indicated below:

Employer name _____
 Address of payroll office _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

4. Arrearages for Previously Ordered Maintenance.

The maintenance arrears shall be handled as follows:

- a. ☐ No maintenance was previously ordered. There is no amount due.
- b. ☐ The party has paid all maintenance as ordered. There is no amount due.
- c. ☐ If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set at zero.
- d. ☐ As currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____. The arrears balance shall earn interest at the rate of _____% per year until the arrearages are paid in full.
- e. ☐ The arrears shall be set at \$_____ and paid through
1. ☐ a one-time payment to the WI SCTF made by (Date) _____.
 2. ☐ monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____. The arrears balance shall earn interest at the rate of _____% per year until the arrearages are paid in full.
- f. ☐ Shall be determined by the court at the time of the final hearing.

C. MEDICAL INSURANCE

No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

D. DEBTS AND LIABILITIES

The following is a listing of **ALL** the debts and liabilities that we presently owe (both individually and as a couple) and who I propose shall be responsible for the payment of each debt:

Payment for	Payment to (Creditor)	Balance Due	Paid by Wife	Paid by Husband	Shared Equally
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ See attached

The parties understand:

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Any debt not listed shall be the responsibility of the party who incurred the debt.
- Creditors are NOT bound by this proposal and each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause for contempt of court.

E. PERSONAL PROPERTY DIVISION

1. **Division.** The parties agree to the final personal property division as indicated below:

List the property and check if the wife or husband will have permanent use of the property once the divorce/legal separation is final.	Who will have possession?	
	Wife = W	Husband = H
Household Items	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Automobiles	W	H
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Life Insurance	W	H
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Business Interests	W	H
Name of Business & Address		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Securities: Stocks, Bonds, Mutual Funds, Commodity Accounts	W	H
Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Pension, Retirement Accounts, Deferred Compensation, 401K Plans, IRAs, Profit Sharing, etc.	W	H
Name of Company & Type of Plan		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Cash and Deposit (Savings & Checking) Accounts	W	H
Name of Bank or Financial Institution		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

In E, complete this section with as much detail as possible.

NOTE: There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.

NOTE: If you have already divided the property, you must still disclose how you divided it.

NOTE: Any and all assets disclosed on the parties' Financial Disclosure Statements should be included here and divided between the parties.

If the parties have disposed of an asset from the time the Financial Disclosure was done, to the final hearing, please indicate what was disposed and what happened to it.

Other Personal Property		W	H
Description of Asset			
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

☐ See attached

In 2, check a or b. If b, list the items and indicate when and how any exchange of personal property will take place.

In F, check 1 or 2.

If 2, if the parties own a primary residence, check a.

If a, enter the address and Parcel Identification Number, which can be found on your real estate tax bill.

Attach a copy of the legal description.

Check 1 or 2.

If 1, check A or B and enter other provisions, if any.

If 2, check 1, 2, 3, or 4 in A, B, and C for the responsibility for other expenditures that occur while the property is being sold.

Enter the percentage each party shall receive in a and b. The total amount must equal 100 %.

If the parties own other real estate (including any timeshare interests), check b, complete the attached Schedule A found at the end of this document.

2. **Exchange.** The following items still need to be exchanged between the parties:

a. ☐ **None.** All personal property has already been exchanged to the satisfaction of both parties.

b. ☐ **List of items:** _____

The exchange of personal property shall be made by (Date) _____ according to the following arrangements: _____

Any item of personal property not listed in #2(b) above shall be awarded to the party who has possession at the time of the final hearing.

F. DIVISION OF REAL ESTATE

1. ☐ Neither party owns any real estate at this time.

2. ☐ One or both parties own real estate at this time.

a. ☐ **Primary Residence:** The parties own a primary residence located at:

Address _____

City _____ State _____ Zip _____

Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

1. ☐ This primary residence shall be awarded to the

A. ☐ wife

B. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

☐ See attached

2. ☐ This residence shall be placed on the market for sale.

A. Pending sale, the residence shall be occupied, used, or managed by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: _____

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: _____

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: _____

The money from the sale of this residence shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follows:

a. The wife to receive _____%.

b. The husband to receive _____%.

- b. ☐ **Other Real Estate.** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached **Schedule A**.

Transfer of Title. This proposed marital settlement alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** and a **Wisconsin Real Estate Transfer Return** signed by the parties. The party awarded a parcel of real estate shall be responsible for having the necessary documents prepared.

G. EQUALIZATION OF MARITAL PROPERTY DIVISION

1. ☐ No payment is required to be made to equalize the marital property division because
 - a. ☐ the property and debt division are equalized to the satisfaction of the parties.
 - b. ☐ equalization has been accomplished through a division of real estate sale proceeds.
2. ☐ A payment of \$_____ is required to equalize the marital property division.
 - a. This payment shall be made by the
 1. ☐ wife to the husband.
 2. ☐ husband to the wife.
 - b. This payment
 1. ☐ was made.
 2. ☐ shall be made in a lump sum payment no later than (Date) _____.
 3. ☐ shall be paid in the amount of \$_____ per month _____, 20____.

The amount shall earn interest until paid in full at the rate of _____% per year from the date

 - A. ☐ of the final hearing.
 - B. ☐ the payment was due.

In G, check 1 or 2.

If 1, check a or b.

If 2, enter the amount and in a, check 1 or 2.

In b, check 1, 2 or 3.

If 2, enter the date [month, day, year].

If 3, enter the amount, date and percentage and check A or B.

H. TAXES

1. Year of Divorce/Legal Separation.

- The parties shall file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Marital Property law.
- The parties understand that their marital status on the last day of the year determines their filing status for that year, whether married or single.
- The parties acknowledge that each is responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.

2. Years Before Divorce/Legal Separation.

- a. ☐ Tax returns for all previous years have been filed.
- b. ☐ The parties shall file returns for the previous tax years as follows:
 1. ☐ share preparation expenses, tax liability and/or refund equally.
 2. ☐ Other: _____

In 2, check a or b.

If b, check 1 or 2.

If 2, indicate how the parties agree to handle the filing (expense and refund, if any).

In I, check 1, 2, or 3.

If 2 or 3, enter the former legal surname.

In J, check 1 or 2.

If 2, attach any additional agreements.

I. LEGAL NAME RESTORATION

I propose that

1. ☐ neither party have the right to use a former legal surname.
2. ☐ the wife to have the right to use a former legal surname of _____.
3. ☐ the husband to have the right to use a former legal surname of _____.

Note: If this is an action for legal separation, the court cannot allow a spouse to resume a former legal surname unless and until the judgment is converted to a divorce.

J. OTHER PROPOSALS

I understand that any oral agreements are not enforceable by the court.

1. ☐ I have no other proposals, written or oral, concerning this marriage.
2. ☐ I have additional written proposals concerning this marriage, copies of which are attached.

K. UNDERSTANDINGS

I understand:

- I could get an attorney to review this proposal.
- This form was provided as a convenience and may NOT cover all issues.
- This proposal may have tax consequences and that seeking tax advice is suggested.
- I have fully disclosed my income, debts, assets and liabilities to each other.
- Maintenance is deductible by the payer and taxable to the payee.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.
- There are certain legal presumptions under Wisconsin law, such as marital property should be divided 50/50.

L. VOLUNTARY EXECUTION / NATURE OF PROPOSAL

I assume responsibility for the entire content of this proposal. I have made this proposal freely and voluntarily and not because of any undue influence. I believe the terms to be fair and reasonable under the circumstances.

I acknowledge that there may be substantial legal and tax implications with regard to this proposal. I understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. I acknowledge that I have the right to seek the advice of my own personal attorney.

M. GENERAL RELEASE

The parties are released from any claim of any nature that may exist. Neither party may, at any time, sue the other, personal representatives, and assigns, for the purpose of enforcing any nor all of the rights relinquished and/or waived under this proposal. In the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by the other party. I understand that this general release shall not become effective until this **Proposed Marital Settlement** is approved by the court.

N. FULL DISCLOSURE AND RELIANCE

I warrant that I have provided an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. I understand that deliberate failure to provide complete disclosure constitutes perjury under §767.127, Wis. Stats. and a fraud upon the court. The property referred to in this proposal represents all the property in which either party has any interest. This proposal is based on my financial disclosure statement.

O. RESTRAINING ORDER

Neither party may interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

P. EXECUTION OF DOCUMENTS

Now, or in the future, on demand, the parties shall execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this proposal.

Q. DIVESTING OF PROPERTY RIGHTS

The parties give up all rights to the property awarded to the other, except as otherwise provided for in this proposal.

All property awarded to a party shall be the separate property of that party. The parties shall have the right to manage our separate property as if they had never been married.

R. SURVIVAL OF PROPOSAL AFTER JUDGMENT

The provisions of this proposal shall survive any subsequent judgment of divorce and shall have independent legal significance. This proposal is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either party may enforce this proposal in this or any other court of competent jurisdiction.

S. JURISDICTION

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes.

T. APPROVAL OF COURT REQUIRED

I submit this proposal to the court for approval and request the court to incorporate its terms in the final judgment. Once approved by the court, I understand that either of us may enforce this proposal in this or any other court of competent jurisdiction.

U. WAIVER OF APPEARANCE

The court may proceed with the final hearing without further notice, and consent to judgment being entered on the petition, pursuant to the terms of this **Proposed Marital Settlement** even if the respondent or one of the joint petitioners does not appear.

The party who is proposing the above agreements must sign
Enter the date on which he/she signed.

NOTE: This signature does not need to be notarized.

If the other party does later agree with your proposal, you may have him/her sign and print his/her name.

NOTE: This signature does not need to be notarized.



Signature

Print or Type Name

Date



Signature

Print or Type Name

Date

SCHEDULE A – DIVISION OF OTHER REAL ESTATE

A. ☐ Parcel 2: The parties own other real estate located at:

Address _____
 City _____ State _____ Zip _____
 Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

1. ☐ This primary property shall be awarded to the

- A. ☐ wife
 B. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

☐ See attached

2. ☐ This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

1. ☐ wife.
 2. ☐ husband.
 3. ☐ shared equally.
 4. ☐ other: _____

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

1. ☐ wife.
 2. ☐ husband.
 3. ☐ shared equally.
 4. ☐ other: _____

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

1. ☐ wife.
 2. ☐ husband.
 3. ☐ shared equally.
 4. ☐ other: _____

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

- a. The wife to receive _____%.
 b. The husband to receive _____%.

B. ☐ Parcel 3: The parties own other real estate located at:

Address _____
 City _____ State _____ Zip _____
 Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

1. ☐ This primary property shall be awarded to the

- A. ☐ wife
 B. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

☐ See attached

2. ☐ This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

1. ☐ wife.
 2. ☐ husband.
 3. ☐ shared equally.
 4. ☐ other: _____

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

1. ☐ wife.
 2. ☐ husband.
 3. ☐ shared equally.
 4. ☐ other: _____

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

1. ☐ wife.
 2. ☐ husband.
 3. ☐ shared equally.
 4. ☐ other: _____